

# ENTERPRISE AGREEMENT

NO: E.A. 301 /1993

DATE REGISTERED: 30-9-93

PRICE: \$ 14-00

SERVICE CORPORATION INTERNATIONAL AUSTRALIA PTY. LIMITED

SICK LEAVE (CEMETERIES AND CREMATORIA)

ENTERPRISE AGREEMENT 1993

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this 6th day of September, 1993, in accordance with the provisions of Part 3 Division 2 of the NSW Industrial Relations Act, 1991 between Service Corporation International Australia Pty. Limited, located at 27-31 Punchbowl Road, Belfield, and all employees employed pursuant to the Cemetery and Crematoria Employees (State) Award to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT

This Agreement shall be known as the Service Corporation International Australia Pty. Limited Sick Leave (Cemeteries and Crematoria) Enterprise Agreement 1993.

2. ARRANGEMENT

1. Title of Agreement
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3. DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

"Agreement" shall mean the enterprise agreement to which this document refers.

"Employee" or "Employees" means a person or persons employed by Service Corporation International Australia Pty. Limited pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" shall mean Service Corporation International Australia Pty. Limited.

"Parent Award" shall mean the Cemetery and Crematoria Employees (State) Award.

"the Act" shall mean the NSW Industrial Relations Act, 1991.

4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees of Service Corporation International Australia Pty. Limited who are employed pursuant to the Cemetery and Crematoria Employees (State) Award.

5. PURPOSE OF AGREEMENT

The purpose of this Agreement is to regulate the sick leave entitlements of Employees employed by the Employer.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward the multi-skilling of Cemetery and Crematoria Employees to perform Funeral Industries work and similarly the multi-skilling of Funeral Industries Employees to do Cemeteries and Crematoria work.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the appropriate Parent Award of a particular Employee namely; the Cemetery and Crematoria Employees (State) Award.

Where there is any inconsistency this Agreement shall take precedence.

8. DURESS

This Agreement was not entered into under duress by any party to it.

9. SICK LEAVE

9.1 A weekly Employee who, after not less than two months' continuous service with the employer, is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of twelve days' pay in any year of service with the same employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

9.2 He/she shall, as soon as reasonably practicable, and in any case within 24 hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.

9.3 He/she shall furnish to the Employer such evidence as the Employer may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a doctor's certificate shall not be required for the first single day's absence in each sick leave year.

Notwithstanding the above, an Employee may be required to produce a doctor's certificate for any absence occurring the working day before or the working day after a rostered day off.

Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:

9.3.1 a holiday of holidays as defined by the Parent Award; or

9.3.2 a period of annual leave during which a holiday or holidays occur as defined by the Parent Award;

without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, the Employee shall not be entitled to payment for such holiday or holidays.

9.4 In any year where an Employee has not either redeemed or taken the whole of their sick leave entitlement such untaken sick leave shall accumulate from year to year up to a maximum of eight days.

- 9.5 9.5.1 Upon an Employee's anniversary of employment, an Employee who in any year has not used the whole of the immediately preceding year's sick leave entitlement shall be paid the money value of such untaken sick leave provided that the maximum number of days so redeemed may not exceed ten at any one anniversary.

Provided further that where an employee intends to take sick leave it shall first be taken from the bank of the ten redeemable days detailed in 9.5.1 above.

- 9.5.2 Payment for redeemed leave shall be at the ordinary weekly rate prescribed by the Parent Award for the classification in which the Employee was employed at the end of the immediately preceding sick year.

- 9.5.3 An Employee shall be paid for redeemed leave on the pay day following the pay period in which the immediately preceding sick leave year ended.

- 9.6 Except as provided by by 9.5 above, payment of the cash value of unused sick leave shall not be made.

- 9.7 For the purpose of 9.1 above, service before the date of coming into force of this Agreement shall be counted as service.

## 10. DISPUTES PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Act. These procedural steps are:

- 10.1 Procedures relating to grievances of individual Employees:

10.1.1 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.

10.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

10.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

10.1.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

10.1.5 While a procedure is being followed, normal work must continue.

10.1.6 The Employee may be represented by an industrial organisation of employees.

10.2 Procedure for a dispute between the Employer and the Employees:

10.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

10.2.2 Reasonable time levels must be allowed for discussion at each level of authority.

10.2.3 While a procedure is being followed, normal work must continue.

10.2.4 The Employer may be represented by an industrial organisation of employers and the Employees may be represented by an industrial organisation of employees for the purposes of each procedure.

#### 11. RESTRICTIVE WORK PRACTICE

It is agreed that the restrictive work practice developed over a number of years whereby cemetery staff attend a funeral service held at the graveside for the purpose of lowering a casket into a grave be abolished so that the said task shall be performed by either cemetery staff or funeral staff.

12. SIGNATORIES

Signed for and on behalf of Service Corporation International Australia Pty. Limited:

Name: GLENN G. McMILLEN

Title: CHAIRMAN, CHIEF EXECUTIVE OFFICER

Signature: *Glenn G. McMillen*

Date: 8 SEPTEMBER, 1993.

Witnessed By:

Name: RICHARD HUGH DAVIS

Title: CHIEF OPERATING OFFICER

Signature: *R. Davis*

Date: 8 SEPTEMBER, 1993



THE COMMON SEAL OF SERVICE CORPORATION INTERNATIONAL AUSTRALIA PTY LIMITED ACN 060 060 031 WAS HEREBY ONLY AFFIXED IN ACCORDANCE WITH ITS ACTS OF ASSOCIATION

Signed for and on behalf of Employees of Service Corporation International Australia Pty. Limited:

Name: AIDEN WARREN JOSEPH NYE

Title: SECRETARY

Signature: *Aiden Nye*

Date: 8th SEPTEMBER, 1993

Witnessed by:

Name: JAN FIELD

Title: VICE PRESIDENT

Signature: *Jan Field*

Date: 8TH SEPTEMBER, 1993

